law of nationality and succession of a British subject who was the son of an Ottoman and was converted to the Mohammedan faith—fell to be decided lately by the Court of Appeal in Paris (Legge *v.* Chidice). The testator was born in the Island of Malta, of Ottoman parents, and was brought up as a Christian. His father was naturalised as an English subject while he was still a minor, and subsequently he himself lived in England many years and mingled in English society. He died at San Remo, and by his will left all his fortune to his daughter. The will was admitted to probate here, and the testator's movable property in England was transferred to the legatee. But a claim was set up in Paris by the paternal cousins of the deceased that, as his agnates, they were entitled by Turkish law to half his movable property without regard to the provisions of the will. They argued that by Turkish law the testator remained an Ottoman subject, because naturalization was not recognized, except when authorized by an Imperial Iradé, which had not been done in this case. On the other side it was claimed that the testator was a British subject on three grounds—(a) jure soli, (b) by the naturalization of his father, and (c) by his voluntary choice expressed by his residence in England—and that, therefore, the succession was determined by English law. The court finally upheld the will, holding that when there is a conflict of laws as to the nationality of a person the foreign court before which the question is raised may determine it by the rule of the autonomy of the will. The modern principle is Quisquam potest exuere patriam, and the de cujus in this case had made it clear that he desired to adopt English nationality. The claim of the agnates was further invalidated through the conversion of the deceased to Mohammedanism, because by the Ottoman law it was only as Christian agnates that they were entitled to recover. Had the question of the succession arisen as regards the English movables it would have been determined by the principle of domicile, and the will would clearly have been good, as the testator was domiciled in England.—London Law Journal.

Suicide within One Year from Application for Policy.—One Rich took out an insurance policy on the 18th day of May, 1908, and on May 11, 1909, committed suicide. The policy contained a provision that the company would not be liable in the event of the insured's death by his own act, whether sane or insane, during the period of one year after the issuance of the policy. On his request, in his application for a policy, the policy was dated back 9 days to give him the benefit of the rate of a younger age, making the date of the policy May 9, 1908. Rich told a close friend of his that as soon as the one-year clause expired he would kill himself. The two propositions presented to the supreme court of North Dakota, in Harington *v.* Mutual Life Ins. Co., 131 Northwestern Reporter, 246, are: Is the de-

fendant insurance company liable upon a policy of insurance in case of the death of the insured by suicide in less than a year from the time of the issuance of the policy, although an artificial period of more than one year is produced because of the dating back of the policy of the insured? Is the defendant company liable where it appears that such act of suicide was premeditated? The court holds that as the defendant company consented to the dating back of the policy, it made it of the date it bore, rather than the actual date, and that therefore the suicide occurred after the expiration of one year from the date of the policy. As to the contention that the premeditated act of suicide was fraudulent, the court holds that there is no merit in this contention, since the liability of the company is not fixed by the time the intent to commit suicide becomes fixed and permanent in the mind, but is determined by the fact of suicide, and that the morality of the act was not involved, since Rich, by his self-destruction, put himself beyond the realm of human law and at the mercy of a different court.

Survivorship in Common Catastrophe.—A question of fact for the courts as difficult as the old conundrum. If a swiftly moving irresistible body meets with a stationary immovable sphere, what happens? may be briefly stated thusly: Where several persons of kin perish in a common calamity, apparently simultaneously, did they all die at the same moment, or did any one survive longer than the rest, and, if the latter, which one? The reason for an answer is often of the utmost importance in questions of descent of property, and therefore have the courts been called upon to answer this most intricate question. It has arisen in various ways, such as murder, shipwreck, fire, disappearance of persons, and the like. The recent case of In re Loucks' Estate, 117 Pacific Reporter, 673, presents this issue, and the question is a close one. Loucks, his wife, and their infant daughter were killed in a collision between a train and the automobile in which they were riding. Mrs. Loucks died instantaneously. The controversy then is upon the question whether or not Loucks survived his daughter. The evidence showed that after striking the automobile the train proceeded but a short distance, and than backed to the scene of the accident. The baby, who showed sign of life, was picked up and placed in a carriage, and taken to a nearby town in lieu of waiting for the train. Loucks, who was also alive, was placed on the train and taken to the same town. The train and the buggy reached their destination about the same time, and it was then learned that both father and child had expired. Which survived the other, is the all-important question. The last sign of life in Loucks was testified to by the baggageman, who noticed a muscular relaxation just before the body was placed on the train. No one saw any movement or indication of life thereafter. The man who brought the